

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
SOUTHERN DIVISION

RAYMOND LIZANA

PLAINTIFF

VS.

CAUSE NO: 1:08CV501-LTS-MTP

STATE FARM FIRE AND CASUALTY COMPANY

DEFENDANT

**DEFENDANT’S RESPONSE TO PLAINTIFF’S MOTION TO COMPEL  
INFORMATION REGARDING DEFENDANT’S INSURANCE AGREEMENTS  
FOR LIABILITY, REIMBURSEMENT OR INDEMNIFICATION**

COMES NOW, Defendant, State Farm Fire and Casualty Company, and files this Response to Plaintiff’s Motion to Compel Information Regarding Defendant’s Insurance Agreements for Liability, Reimbursement or Indemnification [84], stating unto the Court as follows:

I.

Plaintiff filed the instant Motion to Compel [84] and a Memorandum in Support [85] on December 16, 2009. That same day, Plaintiff’s Counsel filed the same or substantially the same motion and memorandum in two other civil actions being handled by State Farm’s Counsel: *Marion S. Lebon, et al v. State Farm Fire and Casualty Company*, Civil Action Number 1:08cv509-LTS-RHW [91] [92] and *New Light Baptist Church v. State Farm Fire and Casualty Company*, Civil Action Number 1:08cv560-HSO-RHW [78] [79].

II.

Plaintiff’s Motion alleges that Defendant has failed to disclose an “insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment” as required by Fed. R. Civ. P. 26(a)(1)(A)(iv); and has failed to provide an adequate response to Plaintiff’s Interrogatory No. 24 which seeks information related to “policies of insurance which you contend cover or might cover you for liability with regard to Bad Faith, Unfair Claims Practices, agent negligence and/or agent

misrepresentation". Plaintiff is incorrect on both counts. State Farm has provided all required disclosures and has fully responded to each of Plaintiff's interrogatories.

III.

As exhibited in Plaintiff's Motion, State Farm's response to Interrogatory No. 24 included the following representation: "State Farm has no policy of general liability insurance that would cover any liability or damages arising from this lawsuit." Similarly, in its initial core disclosures, State Farm stated there was no insurance agreement which might satisfy a judgment entered in this action because it is "self-insured" for the claims alleged.<sup>1</sup> In short, the only policies of insurance that are arguably relevant to this matter are those that pertain to Plaintiff's claim for additional insurance benefits arising out of losses incurred during Hurricane Katrina. No other relevant insurance policies exist.

WHEREFORE, PREMISES CONSIDERED, Defendant State Farm Fire and Casualty Company requests that the Court deny Plaintiff's Motion to Compel Information Regarding Defendant's Insurance Agreements for Liability, Reimbursement or Indemnification.

Respectfully submitted,

STATE FARM FIRE AND CASUALTY COMPANY

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BY: /s/ H. Scot Spragins  
H. SCOT SPRAGINS, MSB # 7748

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<sup>1</sup>Plaintiff received State Farm's initial core disclosures on February 27, 2009 [15] and State Farm's interrogatory responses on July 31, 2009 [32], yet Plaintiff waited until November 5, 2009 to raise this issue [84-2] and until December 16, 2009 to file the instant motion [84]. The discovery deadline is February 16, 2010 [12].

**CERTIFICATE OF SERVICE**

I, H. SCOT SPRAGINS, one of the attorneys for the Defendant, STATE FARM FIRE & CASUALTY COMPANY, do hereby certify that I have on this date electronically filed the foregoing document with the Clerk of Court using the ECF system which sent notification of such filing to all counsel of record.

DATED, this the 7<sup>th</sup> Day of January, 2010.

/s/ H. Scot Spragins

H. SCOT SPRAGINS

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